UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: CH LIQUIDATION ASSOCIATION, an Ohio nonprofit corporation, Debtor. (Federal Tax I.D. No. 31-4387577)	)) Chapter 11)) Case No. 16-51552)) Judge Koschik)))

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR COSHOCTON COUNTY MEMORIAL HOSPITAL ASSOCIATION N/K/A CH LIQUIDATION ASSOCIATION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND DEADLINE FOR CASTING VOTES TO ACCEPT OR REJECT JOINT PLAN

PLEASE TAKE NOTICE THAT:

1. On May 22, 2017, the above-captioned debtor and debtor in possession (the "Debtor") and the Official Committee of Unsecured Creditors filed the First Amended Joint Chapter 11 Plan of Liquidation for Coshocton County Memorial Hospital Association n/k/a CH Liquidation Association of the Debtor and the Official Committee of Unsecured Creditors (the "Joint Plan"). The Debtor also filed the first amended version of the Debtor's related disclosure statement for the Joint Plan (the "Disclosure Statement") under section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

2. After a hearing (the "Disclosure Statement Hearing") held on May __, 2017, the Court entered an order approving the Disclosure Statement (the "Disclosure Statement Order"), in accordance with which:

a. This Notice, a CD-ROM containing the Disclosure Statement (with the Joint Plan and other exhibits annexed thereto), the Disclosure Statement Order, and a letter from the Debtor recommending the Joint Plan will be distributed to: (i) all persons or entities that have filed proofs of claim on or before May __, 2017, the Record Date as established in the Disclosure Statement Order; (ii) all persons or entities listed in the Debtor's schedules of liabilities as holding a liquidated, noncontingent, undisputed Claim as of May __, 2017; (iii) all other known holders of Claims against the Debtor as of May __, 2017; (iv) all parties in interest that have filed a request for notices in the case; (v) the United States Trustee; and (vi) the District Director of the Internal Revenue Service. Copies of the Disclosure Statement and Joint Plan may also be obtained by contacting Debtor's counsel at 600 Superior Avenue, Suite 2100, Cleveland, Ohio 44113, Email: mcarr@mcdonaldhopkins.com. Copies of the Disclosure Statement and Joint Plan will also remain on file with the Office of the Clerk of Court for

{6775055:}

review during normal business hours or at http://cases.gardencitygroup.com/ccmh/.

b. In addition to the materials listed in subparagraph 2(a) above, a ballot, an envelope for returning the ballot, and voting instructions will be distributed to all creditors entitled to vote on the Joint Plan; and

c. Only this Notice will be distributed to persons or entities not listed in subparagraph 2(a) above that have nonetheless received other general notices in the Debtor's chapter 11 case. If you do not have the Disclosure Statement, you may obtain a copy from: (i) Debtor's counsel at the address, phone number, and email address listed in Paragraph 2(a) above; or (ii) the Court's PACER system.

3. As stated above, if you are the owner of a claim against the Debtor as of May __, 2017, and you are entitled to vote on the Joint Plan, you have received with this Notice, a ballot form and voting instructions appropriate for your claim. For your vote to accept or reject the Joint Plan to be counted, you must complete all required information on the ballot, execute the ballot, and return the completed ballot to the address indicated on the ballot by 5:00 p.m., prevailing Eastern Time, on July __, 2017. Any failure to follow the voting instructions included with the ballot may disqualify your ballot and your vote.

4. A hearing (the "Confirmation Hearing") to consider the confirmation of the Joint Plan will be held on **July __, 2017 at 10:00 a.m. (prevailing Eastern Time)** at the United States Bankruptcy Court, Northern District of Ohio, Eastern Division, at John F. Seiberling Federal Building and U.S. Courthouse, 2 South Main Street, Akron, Ohio 44308.

5. Objections, if any, to the confirmation of the Joint Plan must: (a) be in writing; (b) state the name and address of the objector and the amount of its claim or the nature of its interest in the Debtor's chapter 11 case; (c) specify the bases and nature of any objection or response; and (d) be filed with the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, 2 South Main Street, Akron, Ohio 44308, together with proof of service, and served on the following parties at the following addresses, so as to be received by them on July __, 2017: (i) counsel for the Debtor, McDonald Hopkins LLC, Sean D. Malloy, Esq., and Michael J. Kaczka, Esq., 600 Superior Ave., East, Suite 2100, Cleveland, Ohio 44114; (ii) counsel for the Committee, Sills Cummis & Gross P.C., Andrew H. Sherman, Esq. and Boris I. Mankovetskiy, Esq., One Riverfront Plaza, Newark, NJ 07102, and Hahn Loeser & Parks LLP, Daniel A. DeMarco, Esq. and Rocco I. Debitetto, Esq., 200 Public Square, Suite 2800, Cleveland, Ohio 44114; and (iii) the United States Trustee, Attn: Tiiara N.A. Patton, Esq., Howard M. Metzenbaum, U.S. Courthouse, 201 Superior Ave., East, Suite 441, Cleveland, Ohio 44114.

6. Further instructions regarding procedures for filing an objection to the Joint Plan are contained in the Disclosure Statement Order. If you do not have the Disclosure Statement Order, you may obtain a copy from Debtor's counsel at the address, phone number, and email address listed in Paragraph 2(a) above.

7. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

8. The Joint Plan contains the following release and exculpation provisions:

9.2 Releases by the Debtor.

Except as otherwise provided herein, as of the Effective Date, for good and valuable consideration, including the obligations of the Debtor under this Joint Plan and the contributions of the Released Parties to facilitate and implement this Joint Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtor and its Estate from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that the Debtor or its Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, this Joint Plan or the Disclosure Statement, the purchase, sale or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim that is treated in this Joint Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims before or during the Chapter 11 Case, the negotiation, formulation or preparation of this Joint Plan, the Liquidation Trust Agreement, the solicitation of votes with respect to this Joint Plan, or any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; except that nothing in this section shall be construed to release any party or entity from any losses which are finally judicially determined to have resulted primarily and directly from such party or entity's willful misconduct, gross negligence, or intentional fraud as determined by a Final Order.

9.3 Releases by Creditors.

ON THE EFFECTIVE DATE, EXCEPT AS OTHERWISE PROVIDED HEREIN AND EXCEPT FOR THE RIGHT TO ENFORCE THIS JOINT PLAN, ALL PERSONS WHO (I) (A) HAVE VOTED TO ACCEPT THIS JOINT PLAN OR WHO ARE PRESUMED OR DEEMED TO HAVE VOTED TO ACCEPT THIS JOINT PLAN UNDER SECTION 1126(F) OF THE BANKRUPTCY CODE, (B) ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THIS JOINT PLAN AND WHO VOTE TO REJECT THIS JOINT PLAN OR ABSTAIN FROM VOTING, OR (C) ARE DEEMED TO HAVE ACCEPTED OR REJECTED THIS JOINT PLAN UNDER SECTION 1126(G) OF THE BANKRUPTCY CODE, AND (II) DO NOT MARK THEIR BALLOTS AS OPTING OUT OR OTHERWISE OPT OUT OF THE RELEASES GRANTED UNDER THIS SECTION OR OPT OUT IN WRITING BY THE DEADLINE TO VOTE TO ACCEPT OR REJECT THIS JOINT PLAN, AS APPLICABLE, SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE DEEMED TO FOREVER RELEASE, WAIVE

AND DISCHARGE THE RELEASED PARTIES OF AND FROM ALL LIENS, CLAIMS, ~~C~~CAUSES OF ACTION, LIABILITIES, ENCUMBRANCES, SECURITY INTERESTS, INTERESTS OR CHARGES OF ANY NATURE OR DESCRIPTION WHATSOEVER RELATING TO THE DEBTOR, THE CHAPTER 11 CASE OR AFFECTING PROPERTY OF THE ESTATE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, SCHEDULED OR UNSCHEDULED, CONTINGENT OR NOT CONTINGENT, UNLIQUIDATED OR FIXED, ADMITTED OR DISPUTED, MATURED OR UNMATURED, SENIOR OR SUBORDINATED, WHETHER ASSERTABLE DIRECTLY OR DERIVATIVELY BY, THROUGH, OR RELATED TO THE DEBTOR, AGAINST SUCCESSORS OR ASSIGNS OF THE DEBTOR AND THE INDIVIDUAL AND ENTITIES LISTED ABOVE, WHETHER AT LAW, IN EQUITY, OR OTHERWISE, BASED UPON ANY CONDITION, EVENT, ACT, OMISSION, OCCURRENCE, TRANSACTION, OR OTHER ACTIVITY, INACTIVITY, INSTRUMENT OR OTHER AGREEMENT OF ANY KIND OR NATURE OCCURRING, ARISING, OR EXISTING PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE DEBTOR, THE CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION OF THIS JOINT PLAN, THE NEGOTIATION AND CONSUMMATION OF THE SALE, THE CONSUMMATION OF THIS JOINT PLAN, OR THE ADMINISTRATION OF THIS JOINT PLAN, INCLUDING, WITHOUT LIMITATION, THE NEGOTIATION AND SOLICITATION OF THIS JOINT PLAN, ALL REGARDLESS OF WHETHER (A) A PROOF OF CLAIM HAS BEEN FILED OR IS DEEMED TO HAVE BEEN FILED, (B) SUCH CLAIM IS ALLOWED, OR (C) THE HOLDER OF SUCH CLAIM HAS VOTED TO ACCEPT OR REJECT THIS JOINT PLAN, EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR INTENTIONAL FRAUD. FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED IN THIS PARAGRAPH SHALL IMPACT THE RIGHT OF ANY HOLDER OF AN ALLOWED CLAIM TO RECEIVE A DISTRIBUTION ON ACCOUNT OF ITS ALLOWED CLAIM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS JOINT PLAN.

9.4 Injunction.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATIONS GRANTED IN THIS JOINT PLAN, ALL PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES, AS APPLICABLE, AND THEIR RESPECTIVE ASSETS AND PROPERTIES, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION,

DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS JOINT PLAN.

9.5 **Exculpation**.

No Exculpated Party shall have or incur, and, each Exculpated Party is hereby released and exculpated from any claim, obligation, Cause of Action or liability for any claim in connection with or arising out of, the administration of the Chapter 11 Case, the entry into the DIP Documents and the DIP Facility, entry into the Liquidation Trust Agreement, the Debtor's entry into the Asset Sale Agreement during the Chapter 11 Case, the consummation of any transactions contemplated therein, the negotiation and pursuit of this Joint Plan, or the solicitation of votes for, or confirmation of, this Joint Plan, the funding of this Joint Plan, the consummation of this Joint Plan, or the administration of this Plan or the property to be distributed under this Joint Plan, and the issuance of securities under or in connection with this Joint Plan or the transactions contemplated by the foregoing, except for willful misconduct, gross negligence, or intentional fraud as finally determined by the Bankruptcy Court, but in all respects such Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities pursuant to this Joint Plan. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of any securities pursuant to this Joint Plan, and are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Joint Plan or such distributions made pursuant to this Joint Plan, including the issuance of securities thereunder. For the avoidance of doubt, nothing in this Section 9.5 shall operate to exculpate or release any Exculpated Party from any claim, obligation, Cause of Action or liability that is released pursuant to Sections 9.2 and/or 9.3 or enjoined pursuant to Section 9.4 of this Joint Plan, unless such Exculpated Party is a Released Party.

9.6 **Limitation on Liability of Liquidation Trustee, Debtor Representative, the Oversight Committee and ASA Committee**.

None of the Liquidation Trustee, the Debtor Representative, the Oversight Committee or the ASA Committee members shall be liable for any act he may do or omit to do as Liquidation Trustee or Debtor Representative or Oversight Committee member or ASA Committee member under this Joint Plan and the Liquidation Trust Agreement, as applicable, while acting in good faith and in the exercise of his or their reasonable business judgment; nor shall the Liquidation Trustee, the Debtor Representative, any Oversight Committee member, or any ASA Committee member be liable in any event except for willful misconduct, gross negligence, or intentional fraud. The foregoing limitation on liability shall also apply to any Person (including any professional) employed by the Liquidation Trustee (including on behalf of the Debtor Representative, the Oversight Committee or the ASA Committee) and acting on behalf of the Liquidation Trustee, the Debtor Representative, the Oversight Committee or the

ASA Committee in the fulfillment of their respective duties hereunder or under the Liquidation Trust Agreement.

May__, 2017

Respectfully submitted,

____

Sean D. Malloy (0073157)
Michael J. Kaczka (0076548)
Maria G. Carr (0092412)
McDONALD HOPKINS LLC
600 Superior Avenue, E., Suite 2100
Cleveland, OH 44114
Telephone: (216) 348-5400
Facsimile: (216) 348-5474
E-mail: smalloy@mcdonaldhopkins.com
mkaczka@mcdonaldhopkins.com
mcarr@mcdonaldhopkins.com

COUNSEL FOR DEBTOR
AND DEBTOR IN POSSESSION